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6 **UNITED STATES DISTRICT COURT**  
7 **WESTERN DISTRICT OF WASHINGTON**  
8 **AT SEATTLE**

9 SEATTLE HOME SHOW INC., a Washington  
10 corporation

11 Plaintiff,

12 v.

13 HSD, LLC d/b/a Homeshow Daily, a foreign  
14 limited liability company, and

15 HOMESHOW DAILY SEA LLC, a Washington  
16 limited liability company

17 Defendants.

Civil Action No. C09-1359RSM

STIPULATED MOTION AND  
ORDER TO STRIKE  
PRELIMINARY INJUNCTION  
HEARING AND WITHDRAW  
MOTION FOR PRELIMINARY  
INJUNCTION

18 Comes now the plaintiff, Seattle Home Show Inc., and the defendants, HSD, LLC  
19 and Homeshow Daily Sea LLC, (collectively the "Parties") by and through their  
20 attorneys, and hereby stipulate:

21 1. Defendants have pulled any and all radio advertising (KIRO and KOMO) to  
22 eliminate any permutation of Seattle-Home-Show.

23 2. Defendants have taken down any and all banner ads containing any  
24 permutation of Seattle-Home-Show.  
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1           3. Defendants have pulled any and all printed advertising material containing any  
2 permutation of Seattle-Home-Show.

3           4. The business cards for the manager of the Defendants' Seattle store are being  
4 modified and replaced.

5           5. Defendants have contacted the owner of the seattlehomeshowdaily.org  
6 website requesting that the owner take down the site.

7           6. Defendants are preparing an alternative to the offending mark that will  
8 eliminate any permutation of Seattle-Home-Show (including removing the phrase  
9 "Located in Seattle" from the mark), and Defendants will present such alternative to  
10 Plaintiff for comment in an effort to prevent future disputes.

11           The Parties agree that they are entering into this stipulation as a good faith effort  
12 to resolve the remaining issues regarding Defendants' alleged use of the contested  
13 trademarks. This stipulation shall not be construed as a waiver of any defenses, and shall  
14 not constitute either an admission of liability, fact or evidence of such, or an admission of  
15 any violation of law. Furthermore, this stipulation shall not be offered by any other party  
16 as evidence of an admission or a declaration against interest in any proceeding.

17           The parties request that plaintiff's motion for preliminary injunction be withdrawn,  
18 *without prejudice*, and that the Court strike the hearing on plaintiff's motion for  
19 preliminary injunction.  
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1 DATED this 7th day of October, 2009.

2 PETERSON RUSSELL KELLY PLLC

3  
4 By /s/ David M. Bowman  
Michael T. Callan, WSBA #16237  
5 David M. Bowman, WSBA #28523  
Attorneys for Plaintiff

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7 BADGLEY MULLINS LAW GROUP

8 By /s/ Per Email Authorization  
9 Duncan C. Turner  
WSBA #20597  
10 Attorneys for Defendants

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13 **ORDER**

14 This matter having come on before the Court upon the foregoing stipulation, and  
15 the court having reviewed the records and files herein and being otherwise fully advised  
16 of the facts and issues, IT IS HEREBY:

17 ORDERED, ADJUDGED AND DECREED that the plaintiff's motion for  
18 preliminary injunction in this matter is withdrawn without prejudice, and the hearing upon  
19 such motion scheduled for Friday, October 9, 2009 at 1:00 pm is hereby stricken.

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21 DATED this 7<sup>th</sup> day of October, 2009.

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24 RICARDO S. MARTINEZ  
25 UNITED STATES DISTRICT JUDGE

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2 Presented by:  
3 PETERSON RUSSELL KELLY PLLC

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5 By: /s/ David M. Bowman  
6 Michael T. Callan, WSBA 16237  
7 David M. Bowman, WSBA 28523  
8 Attorneys for the Plaintiffs

9 Approved as to Form  
10 Notice of Presentation Waived:

11 By /s/ Per Email Authorization  
12 Duncan C. Turner, WSBA 20597  
13 Attorney for Defendants  
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